



WELLS FARGO LEASING CORPORATION

425 CALIFORNIA STREET • SAN FRANCISCO, CALIFORNIA 94104 • (415) 396-5164

CRAIG P. ADRYAN
VICE PRESIDENT

August 22, 1979

Ms. Mildred Lee
Interstate Commerce Commission
12th & Constitution N.W.
Room 20423
Washington, D.C. 20423

RECORDATION NO. 7971-A Filed 1425

SEP 24 1979 - 1 35 PM

INTERSTATE COMMERCE COMMISSION

9-267A072

Date SEP 24 1979

Fee \$ 10.00

ICC Washington, D.C.

Re: Schedules 03 and 04 to Equipment
Lease Agreement, as amended, dated
June 9, 1975, between Wells Fargo
Leasing Corporation, as Lessor, and
St. Louis-San Francisco Railway
Company, as Lessee

Dear Madam:

Pursuant to Section 20c of the Interstate Commerce Act and to the Commission's rules and regulations thereunder, as amended, I enclose for addition to your file Number 7971, dated June 23, 1975 the above noted document.

Set out below are the names and addresses of the parties to the Equipment Lease:

Lessor: Wells Fargo Leasing Corporation
425 California Street
San Francisco, California 94104

Lessee: St. Louis-San Francisco Railway Company
906 Olive Street
St. Louis, Missouri 63101

RECEIVED
SEP 24 1 30 PM '79
I.C.C.
FEE OPERATION BR.

The equipment covered by the aforementioned Lease consists of the following:

- One (1) Kershaw Ballast Regulator
- One (1) Fairmont Model W96 Spike Setter
- One (1) Jackson Model 6000A Unit Truss Tamper
- One (1) Jackson Model 2600 Tamper
- One (1) Canion Tamper
- One (1) Marmon Transmotive Yard Patrol Cleaner
- Two (2) Canion Crib & Shoulder Consolidators
- Eight (8) Uni-Vans (flat car mounted)

There is also enclosed this Company's check in the amount of \$10.00, payable to the Interstate Commerce Commission, representing the recordation fee required by 49 CFR 1116.3.

You will note that an original executed counterpart of the Lease is enclosed along with three certified copies. Please stamp all counterparts of the instrument with your official recording stamp. Two certified copies are for your files. It is requested that the original counterpart and one certified copy thereof be returned to the undersigned.

Very truly yours,

att for
Craig P. Adeyan

Enclosure

Interstate Commerce Commission
Washington, D.C. 20423

9/24/79

OFFICE OF THE SECRETARY

Craig P. Adryan
Vice Pres.
Wells Fargo Leasing Corp.
425 Calif. Street
San Francisco, Calif. 94104

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/24/79 at 1:35pm, and assigned re-recording number(s) 7971-A

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. 7971-A Filed 1425

SEP 24 1979 - 1 32 PM



WELLS FARGO LEASING CORPORATION STATE COMMERCE COMMISSION

EQUIPMENT LEASE SCHEDULE NO. 03

This Equipment Lease Schedule is hereby incorporated in and made a part of that certain Equipment Lease Agreement ("Lease") dated June 9, 1975, Lease Number 3500311 between WELLS FARGO LEASING CORPORATION ("Lessor") and St. Louis-San Francisco Railway Company ("Lessee")

1. Equipment: One (1) Kershaw Ballast Regulator
One (1) Fairmont Model W96 Spike Setter
One (1) Jackson model 6000A Unit Truss Tamper
One (1) Jackson model 2600 Tamper
One (1) Canron-Tampers
One (1) Marmon Transmotive Yard Patrol Yard Cleaner
Two (2) Canron Crib and Shoulder Consolidators
2. Location: Alabama, Arkansas, Florida, Kansas, Missouri, Oklahoma, Mississippi, Tennessee, Texas
3. Original Cost: The aggregate Original Cost of the Equipment set forth in Equipment Lease Schedules 03 and 04 to the Lease shall not exceed \$1,062,496.00, including applicable sales, use or similar taxes and any freight and handling charges.
4. Outside Delivery Date: If any unit of Equipment is not delivered to and accepted by Lessee on or before December 31, 1979, or there is an adverse change in Lessee's financial condition prior to acceptance of the Equipment, then Lessor shall have no obligation whatsoever to lease such unit or units to Lessee.
5. Lease Term: The lease term for the Equipment described herein expires eighty-four (84) months, after the date the Certificate of Acceptance is executed.
6. Rent: Lessee shall make eighty-four (84) consecutive monthly payments, each in a sum equal to 1.36852 % of Original Cost, payable in advance, commencing the date the Certificate of Acceptance is executed.
7. Lessee's Options Upon Expiration of the Lease Term: In lieu of surrendering the Equipment described herein upon expiration of the Lease, as set forth in Paragraph 13 thereof, provided the Lease has not been earlier terminated with respect to said Equipment and Lessee is not in default thereunder, Lessee may elect, by written notice delivered to Lessor not less than one hundred twenty (120) days prior to expiration of the Lease Term:
- (a) to purchase all, but not less than all, of the Equipment then subject to the Lease at a purchase price equal to the Fair Market Value (as defined herein) of said Equipment upon expiration of the Lease Term, or
- (b) renew the Lease for all, but not less than all, of the Equipment at its Fair Rental Value (as defined herein) for such period of time and upon terms and conditions mutually acceptable to Lessor and Lessee:

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(c) In the event Lessee elects to exercise one of the foregoing options, then Fair Market Value or Fair Rental Value, respectively, of the Equipment shall be determined on the basis of, and shall be equal in amount to the value which would obtain, assuming the Equipment had not been installed, in an arm's-length transaction between an informed and willing buyer or lessee and an informed and willing seller or lessor under no compulsion to sell or lease and, in such determination, costs of removal from the location of current use shall not be a deduction from such value. If on or before sixty (60) days after Lessee has timely elected to renew the Lease or purchase the Equipment, Lessor and Lessee do not agree upon a determination of the Fair Market Value or Fair Rental Value of the Equipment, as the case may be, such value shall be determined in accordance with the foregoing definition by a qualified independent appraiser as selected by mutual agreement between Lessor and Lessee, or failing such agreement, by a panel of three independent appraisers, one of whom shall be selected by Lessor, the second by Lessee and the third designated by the first two selected. The appraisers shall be instructed to make such determination within a period of twenty (20) days following appointment, and shall promptly communicate such determination in writing to Lessor and Lessee. The determination so made by the sole appraiser or by a majority of the appraisers, if there is more than one, shall be conclusively binding upon both Lessor and Lessee. The expenses and fees of the appraiser(s) shall be borne by Lessee.

(d) Bill of Sale. If Lessee elects to purchase the Equipment as provided herein upon payment of the purchase price, Lessor shall, upon request of Lessee, execute and deliver to Lessee or to Lessee's assignee or nominee, a bill of sale without representations or warranties, express or implied, except that such Equipment is free and clear of all claims, liens, security interests and other encumbrances by or in favor of a person claiming by, through or under Lessor for such Equipment, except liens and claims which Lessee assumed or is obligated to discharge under the terms of the Lease. Lessee agrees to pay or cause to be paid all sales and/or use taxes payable in connection with such sale, and any unpaid property taxes theretofore assessed or levied against said Equipment.

8. Recordation:

Lessee, at its own expense, will cause this Lease and any amendments or supplements hereto, and any assignments hereof, to be filed and recorded in accordance with Section 20c of the Interstate Commerce Act, and Lessee will from time to time do and perform any other act and will execute, acknowledge, deliver, file, register, deposit and record (and will re-file, re-register, re-deposit or re-record whenever required) any and all further instruments, including Uniform Commercial Code financing and continuation statements, required by law or reasonably requested by Lessor for the purpose of proper protection, to its satisfaction, of Lessor's interests in the Equipment, or for the purpose of carrying out the intention of and its rights under this Lease; and Lessee will promptly furnish to Lessor evidence of all such filing, registering, depositing and recording and an opinion of counsel for Lessee with respect thereto satisfactory to Lessor.

9. Commitment Fee:

Lessee shall receive credit for the commitment fee previously received by Lessor, against rental payments in the proportion that the Original Cost of the Equipment delivered to and accepted by Lessee prior to the Outside Delivery Date bears to \$965,906.00. *CPM 532* together with the original of the Equipment Lease Schedule No. 04

10. Care and Maintenance:

Lessee shall maintain and service each unit of attached Equipment in accordance with the manufacturer's hereto. maintenance specifications and recommendations for the intended use thereof. Each unit of Equipment shall be operated safely and carefully by properly trained, legally qualified persons and shall not be operated or used in a negligent, reckless, careless or abusive manner, or loaded beyond its maximum gross weight, load or axle limits, or without adequate oil pressure or coolant levels. *532 CPM*

11. Special Conditions:

As a condition precedent to the performance of Lessor's obligations hereunder, Lessee shall execute, or cause to be executed and delivered to Lessor:

a) Opinion of Counsel: Opinion of Lessee's counsel as to the matters set forth in paragraph 15 of the Lease.

b) Resolution: Lessee's corporate resolution or other corporate authority evidencing the authorization for the corporate officers to execute the Lease and related documents.

c) Financing Statements: UCC-1 Financing Statement, in form satisfactory to Lessor, for filing with the Secretary of State of Alabama, Arkansas, Florida, Kansas, Missouri, Oklahoma, Mississippi, and Texas or any other state as Lessor may require and a waiver of interest or release from any secured party which may have an interest in the Equipment.

Accepted and agreed to this 3rd day of August 1979.

LESSEE:

LESSOR:

Name St. Louis-San Francisco Railway Company

WELLS FARGO LEASING CORPORATION

By Donald E. Enke
Title Vice President-Law and Secretary

By Curtis Mallyn
Title

Attest: By J. M. Dutler
Title Assistant Secretary

By Ronald E. [Signature]
Title

WFLC-264 (10/74) S1--PAGE 2

I hereby certify this document to be a true and correct copy of Schedules 03 and 04 to Equipment Lease Agreement Number 3500311, dated June 9, 1975.

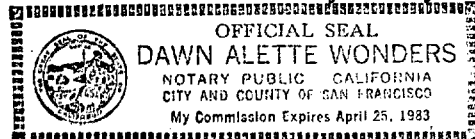
By [Signature]
Its Vice President & Manager
Contract Administration

Dated August 22, 1979

STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO)

On this 7th day of September in the year one thousand nine hundred and seventy-nine before me, Dawn Alette Wonders a Notary Public, State of California, duly commissioned and sworn, personally appeared Craig P. Adryan known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of San Francisco the day and year in this certificate first above written.



Dawn Alette Wonders
Notary Public, State of California

STIPULATED LOSS VALUE SCHEDULE

PAGE 1 OF 2

STIPULATED LOSS VALUE SCHEDULE
TO EQUIPMENT LEASE SCHEDULE NUMBER 03
TO EQUIPMENT LEASE AGREEMENT NUMBER 3500311, DATED -6/ 9/75
BETWEEN WELLS FARGO LEASING CORPORATION AND
ST. LOUIS SAN FRANCISCO RAILWAY COMPANY

FROM THE DUE DATE FOR RENTAL PAYMENT NUMBER:	UNTIL THE DUE DATE FOR RENTAL PAYMENT NUMBER:	THE STIPULATED LOSS VALUE AS A PERCENTAGE OF ORIGINAL COST FOR EACH UNIT OF EQUIPMENT IS:
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1	2	101.248
2	3	100.491
3	4	99.730
4	5	98.964
5	6	98.193
6	7	97.418
7	8	96.638
8	9	95.854
9	10	95.064
10	11	94.270
11	12	93.471
12	13	92.667
13	14	91.859
14	15	91.045
15	16	90.227
16	17	89.404
17	18	88.575
18	19	87.742
19	20	86.904
20	21	86.060
21	22	85.212
22	23	84.358
23	24	83.499
24	25	82.635
25	26	81.766
26	27	80.892
27	28	80.012
28	29	79.127
29	30	78.236
30	31	77.340
31	32	76.439
32	33	75.533
33	34	74.620
34	35	73.703
35	36	72.780
36	37	71.851
37	38	70.917
38	39	69.977
39	40	69.031
40	41	68.079
41	42	67.122
42	43	66.159
43	44	65.191
44	45	64.216
45	46	63.235
46	47	62.249
47	48	61.257
48	49	60.258
49	50	59.254
50	51	58.243

STIPULATED LOSS VALUE SCHEDULE

PAGE 2 OF 2

STIPULATED LOSS VALUE SCHEDULE
TO EQUIPMENT LEASE SCHEDULE NUMBER 03
TO EQUIPMENT LEASE AGREEMENT NUMBER 3500311, DATED 6/ 9/75
BETWEEN WELLS FARGO LEASING CORPORATION AND
ST. LOUIS SAN FRANCISCO RAILWAY COMPANY

FROM THE DUE DATE FOR RENTAL PAYMENT NUMBER:	UNTIL THE DUE DATE FOR RENTAL PAYMENT NUMBER:	THE STIPULATED LOSS VALUE AS A PERCENTAGE OF ORIGINAL COST FOR EACH UNIT OF EQUIPMENT IS:
51	52	57.227
52	53	56.204
53	54	55.175
54	55	54.140
55	56	53.098
56	57	52.051
57	58	50.997
58	59	49.936
59	60	48.870
60	61	47.796
61	62	46.717
62	63	45.630
63	64	44.538
64	65	43.438
65	66	42.332
66	67	41.219
67	68	40.100
68	69	38.974
69	70	37.841
70	71	36.701
71	72	35.554
72	73	34.400
73	74	33.240
74	75	32.072
75	76	30.897
76	77	29.715
77	78	28.526
78	79	27.330
79	80	26.127
80	81	24.916
81	82	23.698
82	83	22.473
83	84	21.369
84	UNTIL END OF LEASE	20.000

THE STIPULATED LOSS VALUES SET FORTH ABOVE DO NOT TAKE
INTO ACCOUNT THE LOSS OF ANY INVESTMENT TAX CREDIT OR
DEPRECIATION DEDUCTIONS.



WELLS FARGO LEASING CORPORATION

EQUIPMENT LEASE SCHEDULE NO. 04

This Equipment Lease Schedule is hereby incorporated in and made a part of that certain Equipment Lease Agreement ("Lease") dated June 9, 1975, Lease Number 3500311 between WELLS FARGO LEASING CORPORATION ("Lessor") and St. Louis-San Francisco Railway Company ("Lessee")

1. Equipment: Eight (8) Uni-Vans (flatcar mounted)
2. Location: Alabama, Arkansas, Florida, Kansas, Missouri Oklahoma, Mississippi, Tennessee, Texas
3. Original Cost: The aggregate Original Cost of the Equipment set forth in Equipment Lease Schedules 03 and 04 to the Lease shall not exceed \$1,062,496.00, including applicable sales, use or similar taxes and any freight and handling charges.
4. Outside Delivery Date: If any unit of Equipment is not delivered to and accepted by Lessee on or before December 31, 1979, or there is an adverse change in Lessee's financial condition prior to acceptance of the Equipment, then Lessor shall have no obligation whatsoever to lease such unit or units to Lessee.
5. Lease Term: The lease term for the Equipment described herein expires One hundred twenty (120) months, after the date the Certificate of Acceptance is executed.
6. Rent: Lessee shall make one hundred twenty (120) consecutive monthly payments, each in a sum equal to 1.10258 % of Original Cost, payable in advance, commencing the date the Certificate of Acceptance is executed.
7. Lessee's Options Upon Expiration of the Lease Term:

In lieu of surrendering the Equipment described herein upon expiration of the Lease, as set forth in Paragraph 13 thereof, provided the Lease has not been earlier terminated with respect to said Equipment and Lessee is not in default thereunder, Lessee may elect, by written notice delivered to Lessor not less than one hundred twenty (120) days prior to expiration of the Lease Term:

(a) to purchase all, but not less than all, of the Equipment then subject to the Lease at a purchase price equal to the Fair Market Value (as defined herein) of said Equipment upon expiration of the Lease Term, or

(b) renew the Lease for all, but not less than all, of the Equipment at its Fair Rental Value (as defined herein) for such period of time and upon terms and conditions mutually acceptable to Lessor and Lessee;

(c) In the event Lessee elects to exercise one of the foregoing options, then Fair Market Value or Fair Rental Value, respectively, of the Equipment shall be determined on the basis of, and shall be equal in amount to the value which would obtain, assuming the Equipment had not been installed, in an arm's-length transaction between an informed and willing buyer or lessee and an informed and willing seller or lessor under no compulsion to sell or lease and, in such determination, costs of removal from the location of current use shall not be a deduction from such value. If on or before sixty (60) days after Lessee has timely elected to renew the Lease or purchase the Equipment, Lessor and Lessee do not agree upon a determination of the Fair Market Value or Fair Rental Value of the Equipment, as the case may be, such value shall be determined in accordance with the foregoing definition by a qualified independent appraiser as selected by mutual agreement between Lessor and Lessee, or failing such agreement, by a panel of three independent appraisers, one of whom shall be selected by Lessor, the second by Lessee and the third designated by the first two selected. The appraisers shall be instructed to make such determination within a period of twenty (20) days following appointment, and shall promptly communicate such determination in writing to Lessor and Lessee. The determination so made by the sole appraiser or by a majority of the appraisers, if there is more than one, shall be conclusively binding upon both Lessor and Lessee. The expenses and fees of the appraiser(s) shall be borne by Lessee.

(d) Bill of Sale. If Lessee elects to purchase the Equipment as provided herein upon payment of the purchase price, Lessor shall, upon request of Lessee, execute and deliver to Lessee or to Lessee's assignee or nominee, a bill of sale without representations or warranties, express or implied, except that such Equipment is free and clear of all claims, liens, security interests and other encumbrances by or in favor of a person claiming by, through or under Lessor for such Equipment, except liens and claims which Lessee assumed or is obligated to discharge under the terms of the Lease. Lessee agrees to pay or cause to be paid all sales and/or use taxes payable in connection with such sale, and any unpaid property taxes theretofore assessed or levied against said Equipment.

8. Recordation:

Lessee, at its own expense, will cause this Lease and any amendments or supplements hereto, and any assignments hereof, to be filed and recorded in accordance with Section 20c of the Interstate Commerce Act, and Lessee will from time to time do and perform any other act and will execute, acknowledge, deliver, file, register, deposit and record (and will re-file, re-register, re-deposit or re-record whenever required) any and all further instruments, including Uniform Commercial Code financing and continuation statements, required by law or reasonably requested by Lessor for the purpose of proper protection, to its satisfaction, of Lessor's interests in the Equipment, or for the purpose of carrying out the intention of and its rights under this Lease; and Lessee will promptly furnish to Lessor evidence of all such filing, registering, depositing and recording and an opinion of counsel for Lessee with respect thereto satisfactory to Lessor.

9. Commitment Fee:

Lessee shall receive credit for the commitment together fee previously received by Lessor, against with the original payments in the proportion that the original of the Original Cost of the Equipment delivered to Equipment and accepted by Lessee prior to the Outside Lease Schedule No. 03 Delivery Date bears to \$965,906.000.

10. Care and Maintenance:

Lessee shall maintain and service each unit of attached Equipment in accordance with the manufacturer's hereto. maintenance specifications and recommendations for the intended use thereof. Each unit of Equipment shall be operated safely and carefully by properly trained, legally qualified persons and shall not be operated or used in a negligent, reckless, careless or abusive manner, or loaded beyond its maximum gross weight, load or axle limits, or without adequate oil pressure or coolant levels.

11. Special Conditions:

As a condition precedent to the performance of Lessor's obligations hereunder, Lessee shall execute, or cause to be executed and delivered to Lessor:

a) Opinion of Counsel: Opinion of Lessee's counsel as to the matters set forth in paragraph 15 of the Lease.

b) Resolution: Lessee's corporate resolution or other corporate authority evidencing the authorization for the corporate officers to execute the Lease and related documents.

c) Financing Statements: UCC-1 Financing Statement, in form satisfactory to Lessor, for filing with the Secretary of State of Alabama, Arkansas, Florida, Kansas, Missouri, Oklahoma, Mississippi, and Texas or any other state as Lessor may require and a waiver of interest or release from any secured party which may have an interest in the Equipment.

Accepted and agreed to this 3rd day of August 1979.

LESSEE:

LESSOR:

Name St. Louis-San Francisco Railway Company

WELLS FARGO LEASING CORPORATION

By [Signature]

Title Vice President, Law and Secretary

By [Signature]

Title

Attest:

By [Signature]

Title Assistant Secretary

By [Signature]

Title

WFLC-254 (10/74) 51-PAGE 2

I hereby certify this document to be a true and correct copy of Schedules 03 and 04 to Equipment Lease Agreement Number 3500311, dated June 9, 1975.

By [Signature]
Its Vice President & Manager
Contract Administration

Dated August 22, 1979

STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO)

On this 7th day of September in the year one thousand nine hundred and seventy-nine before me, Dawn Alette Wonders a Notary Public, State of California, duly commissioned and sworn, personally appeared Craig P. Adryan known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of San Francisco the day and year in this certificate first above written.

DAWN ALETTE WONDERS
NOTARY PUBLIC - CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO
My Commission Expires April 25, 1983

Dawn Alette Wonders
Notary Public, State of California

STIPULATED LOSS VALUE SCHEDULE

PAGE 1 OF 3

STIPULATED LOSS VALUE SCHEDULE
TO EQUIPMENT LEASE SCHEDULE NUMBER 04
TO EQUIPMENT LEASE AGREEMENT NUMBER 3500311, DATED 6/ 9/75
BETWEEN WELLS FARGO LEASING CORPORATION AND
ST. LOUIS SAN FRANCISCO RAILWAY COMPANY

FROM THE DUE DATE FOR RENTAL PAYMENT NUMBER:	UNTIL THE DUE DATE FOR RENTAL PAYMENT NUMBER:	THE STIPULATED LOSS VALUE AS A PERCENTAGE OF ORIGINAL COST FOR EACH UNIT OF EQUIPMENT IS:
1	2	101.541
2	3	101.079
3	4	100.614
4	5	100.146
5	6	99.676
6	7	99.202
7	8	98.725
8	9	98.246
9	10	97.763
10	11	97.277
11	12	96.788
12	13	96.296
13	14	95.801
14	15	95.303
15	16	94.802
16	17	94.297
17	18	93.790
18	19	93.279
19	20	92.765
20	21	92.247
21	22	91.727
22	23	91.203
23	24	90.676
24	25	90.145
25	26	89.612
26	27	89.074
27	28	88.534
28	29	87.990
29	30	87.442
30	31	86.891
31	32	86.337
32	33	85.779
33	34	85.218
34	35	84.653
35	36	84.084
36	37	83.512
37	38	82.937
38	39	82.357
39	40	81.774
40	41	81.188
41	42	80.597
42	43	80.003
43	44	79.405
44	45	78.804
45	46	78.198
46	47	77.589
47	48	76.976
48	49	76.359
49	50	75.738
50	51	75.114

STIPULATED LOSS VALUE SCHEDULE

PAGE 2 OF 3

STIPULATED LOSS VALUE SCHEDULE
TO EQUIPMENT LEASE SCHEDULE NUMBER 04
TO EQUIPMENT LEASE AGREEMENT NUMBER 3500311, DATED 6/ 9/75
BETWEEN WELLS FARGO LEASING CORPORATION AND
ST. LOUIS SAN FRANCISCO RAILWAY COMPANY

FROM THE DUE DATE FOR RENTAL PAYMENT NUMBER:	UNTIL THE DUE DATE FOR RENTAL PAYMENT NUMBER:	THE STIPULATED LOSS VALUE AS A PERCENTAGE OF ORIGINAL COST FOR EACH UNIT OF EQUIPMENT IS:
51	52	74.485
52	53	73.852
53	54	73.216
54	55	72.575
55	56	71.930
56	57	71.282
57	58	70.629
58	59	69.972
59	60	69.311
60	61	68.645
61	62	67.976
62	63	67.302
63	64	66.624
64	65	65.942
65	66	65.255
66	67	64.565
67	68	63.869
68	69	63.170
69	70	62.466
70	71	61.757
71	72	61.044
72	73	60.327
73	74	59.605
74	75	58.878
75	76	58.147
76	77	57.412
77	78	56.671
78	79	55.926
79	80	55.176
80	81	54.422
81	82	53.663
82	83	52.899
83	84	52.130
84	85	51.356
85	86	50.578
86	87	49.794
87	88	49.006
88	89	48.212
89	90	47.414
90	91	46.611
91	92	45.802
92	93	44.988
93	94	44.170
94	95	43.346
95	96	42.517
96	97	41.682
97	98	40.843
98	99	39.998
99	100	39.148
100	101	38.292

STIPULATED LOSS VALUE SCHEDULE

PAGE 3 OF 3

STIPULATED LOSS VALUE SCHEDULE
 TO EQUIPMENT LEASE SCHEDULE NUMBER 04
 TO EQUIPMENT LEASE AGREEMENT NUMBER 3500311, DATED 6/ 9/75
 BETWEEN WELLS FARGO LEASING CORPORATION AND
 ST. LOUIS SAN FRANCISCO RAILWAY COMPANY

FROM THE DUE DATE FOR RENTAL PAYMENT NUMBER:	UNTIL THE DUE DATE FOR RENTAL PAYMENT NUMBER:	THE STIPULATED LOSS VALUE AS A PERCENTAGE OF ORIGINAL COST FOR EACH UNIT OF EQUIPMENT IS:
101	102	37.431
102	103	36.565
103	104	35.693
104	105	34.815
105	106	33.932
106	107	33.044
107	108	32.150
108	109	31.250
109	110	30.345
110	111	29.434
111	112	28.517
112	113	27.594
113	114	26.665
114	115	25.731
115	116	24.791
116	117	23.845
117	118	22.893
118	119	21.934
119	120	21.103
120	UNTIL END OF LEASE	20.000

THE STIPULATED LOSS VALUES SET FORTH ABOVE DO NOT TAKE
 INTO ACCOUNT THE LOSS OF ANY INVESTMENT TAX CREDIT OR
 DEPRECIATION DEDUCTIONS.